

Flathead County

Planning & Zoning

40 11th Street West, Suite 220 Kalispell, MT 59901 Telephone 406.751.8200 Fax 406.751.8210

MAY 1 0 2021 FLATHEAD CONT. PLANNING & ZONIL ZONIC

PETITION FOR ZONING AMENDMENT

Submit this application, all required information, and appropriate fee (see current fee schedule) to the Planning & Zoning office at the address listed above.

APPL	ICANT/OWNER:			
1. Name: ALBENT M & DIAPAF K KALEPhone: 406-250-6822 2. Mail Address: X86 KACH LAPE 3. City/State/Zip: KALISPELL, MV 59961 4. Interest in property: OWNER				
Chec	k which applies: Map Amendment Text Amendment:			
TECHNICAL/PROFESSIONAL PARTICIPANTS:				
Mailir City,	Phone: ng Address: State, Zip:			
Email: IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE TEXT OF THE ZONING REGULATIONS, PLEASE COMPLETE THE FOLLOWING: A. What is the proposed zoning text/map amendment?				
IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE ZONING MAP PLEASE COMPLETE THE FOLLOWING: 200 KACK LANE, KALKSPELL, MT 59901				
A.	Address of the property: 24% KNC4 LAND, KNLISPELL, MT 5990)			
B.	Legal Description: Thh CT & AND THE CT 3			
	25N $21N$ (Lot/Block of Subdivision or Tract #) - $25N$ - $21N$ on Township Range (Attach sheet for metes and bounds)			
C.	Total acreage: 12,7 AND 12,689			
D.	Zoning District: WEST			
Б. Е.	The <u>present</u> zoning of the above property is: \(\frac{\mathcal{H} \lambda \lambda}{\tau} \tilde{\tau} \)			
Б. F.	The <u>proposed</u> zoning of the above property is: A 65			
G.	State the changed or changing conditions that make the proposed amendment			
	necessary:			
	No Longer use land			

THE FOLLOWING ARE THE CRITERIA BY WHICH ZONING AMENDMENTS ARE REVIEWED. PLEASE PROVIDE A RESPONSE AND *DETAILED* EXPLANATION FOR EACH CRITERION FOR CONSIDERATION BY THE PLANNING STAFF, PLANNING BOARD, AND COMMISSIONERS.

- 1. Is the proposed amendment in accordance with the Growth Policy/Neighborhood Plan?
- 2. Is the proposed amendment designed to:
 - a. Secure safety from fire and other dangers?
 - b. Promote public health, public safety and the general welfare?
 - c. Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
- 3. Does the proposed amendment consider:
 - a. The reasonable provision of adequate light and air?
 - b. The effect on motorized and non-motorized transportation systems?
 - c. Compatible urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities?
 - d. The character of the district and its peculiar suitability for particular uses?
 - e. Conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area?
- 4. Is the proposed amendment, as nearly as possible, compatible with the zoning ordinances of nearby municipalities?

The signing of this application signifies approval for the Flathead County Planning & Zoning staff to be present on the property for routine monitoring and inspection during approval process.

Owner/Applicant Signature(s)

Deanne K Kale

3/1/000

5/8/2021

SCHEDULE A

File Number FM-22430

Policy Number SV-2656781

Amount: \$165,000.00

Premium: \$ 624.10

Policy Date: July 14, 1998 at 1:57 P.M.

Name of Insured:

Albert M. Kale and Dianne K. Kale, husband and wife as joint tenants

The Insured hereunder, in whom title to the fee simple estate is vested at the date hereof, is: Albert M. Kale and Dianne K. Kale, husband and wife as joint tenants

The land referred to in this policy is situated in the county of Flathead , State of Montana and is described as follows:

A tract of land located in the Northwest Quarter of the Northwest Quarter of Section 32, Township 28 North, Range 21 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the Northwest Section corner of said Section 32, indicated by a point; thence

South 89°42'34" East, on and along the North boundary of said Northwest Quarter of the Northwest Quarter, a distance of 463.99 feet to a point and which point is the True Point of Beginning; thence continuing

South 89°42'34" East, on and along said North boundary, a distance of 428.42 feet to a point; thence

South 00°12'29" East, and leaving said North boundary, a distance of 1291.33 feet to a point and which point lies on the South boundary of said Northwest Quarter of the Northwest Quarter; thence

North 89°46'30" West, on and along said South boundary, a distance of 428.02 feet to a point; thence

North 00°13′33" West, and leaving said South boundary, a distance of 1291.83 feet to the True Point of Beginning.

Tract 2, Certificate of Survey No. 13356.

THE END

Owner's Policy

American Land Title Association Owner's Policy 10-17-92



Policy Number **SV** 2656781

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company.

insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
- 2. Any defect in or lien or encumbrance on the title;
- 3. Unmarketability of the title;
- 4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, the said Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including, but not limited to, building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or creating subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Issued through the Office of:

Flathead County Title Company

120 First Avenue West

PO. Box 188

Kalispell MT 59901

[406] 755-5028

Policy Issuing Representative
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Ву

President

Attest

Secretary

DAT Form 402 - ALTA Owner's Policy 10-17-92

ized Signatory

Attest

ORT Form 402 - ALTA Owner's Policy 10-17-92

SCHEDULE A

File Number FM-23624

Policy Number SV-3126211

Amount: \$45,000.00

Premium: \$ 323.00

Policy Date: April 5, 1999 at 2:26 P.M.

Name of Insured:

Albert M. Kale and Dianne K. Kale, husband and wife

The Insured hereunder, in whom title to the fee simple estate is vested at the date hereof, is: Albert M. Kale and Dianne K. Kale, husband and wife

The land referred to in this policy is situated in the county of Flathead , State of Montana and is described as follows:

A tract of land located in the Northwest Quarter of the Northwest Quarter of Section 32, Township 28 North, Range 21 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the West 1/16 corner of Sections 29 and 32, indicated by a point and which point is the True Point of Beginning; thence

South 00°10′53" East, on and along the East boundary of said Northwest Quarter of the Northwest Quarter, a distance of 1290.84 feet to a point; thence

North 89°46'30" West, and leaving said East boundary, a distance of 427.82 feet to a point; thence

North 00°12′29" West, a distance of 1291.33 feet to a point and which point lies on the North boundary of said Northwest Quarter of the Northwest Quarter; thence

South 89°42'34" East, on and along said North boundary, a distance of 428.42 feet to the True Point of Beginning.

Tract 3 of Certificate of Survey No. 13356.

THE END

Owner's Policy

American Land Title Association Owner's Policy 10-17-92



Policy Number **SV** 3126211

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company,

insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- Title to the estate or interest described in Schedule A being vested other than as stated therein; 1.
- 2. Any defect in or lien or encumbrance on the title;
- Unmarketability of the title:
- Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, the said Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including, but not limited to, building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Issued through the Office of:

Flathead County Title Company 20 First Avenue West P.O. Box 188 Kalispell, MT 59901

Policy Issuing Representative OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

BV

President

ORT Form 402 - ALTA Owner's Policy 10-17-92

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Flathead County

Planning & Zoning

40 11th Street West, Suite 220 Kalispell, MT 59901 Telephone 406.751.8200 Fax 406.751.8210

PETITION FOR ZONING AMENDMENT



Submit this application, all required information, and appropriate fee (see current fee schedule) to the Planning & Zoning office at the address listed above.

ATOT	FEE ATTACHED \$		
APPLICANT/OWNER:			
2. Ma 3. Cit	me: Richard & Barbara Cunningham Phone: 406-253-9192 il Address: 150 KACU Lane y/State/Zip: Kalispell, MT 59901		
4. Inte	erest in property:		
Chec	k which applies: Map Amendment Text Amendment:		
TECHNICAL/PROFESSIONAL PARTICIPANTS:			
Name	: Phone:		
	ng Address: State, Zip:		
IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE TEXT OF THE ZONING REGULATIONS, PLEASE COMPLETE THE FOLLOWING:			
A.	What is the proposed zoning text/map amendment?		
IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE ZONING MAP PLEASE COMPLETE THE FOLLOWING:			
A.	Address of the property: 150KACU Lane		
В.	Legal Description: Tract 1		
	(Lot/Block of Subdivision or Tract #)		
NW 32	2 _28N _21 W		
Section	on Township Range (Attach sheet for metes and bounds)		
C.	Total acreage: 12.268		
D.	Zoning District: West Side		
E.	The <u>present</u> zoning of the above property is: SAG 10		
F.	The <u>proposed</u> zoning of the above property is: SAG 5		
G.	State the changed or changing conditions that make the proposed amendment		
	necessary: We no longer use the land for haying or any other agriculture.		

THE FOLLOWING ARE THE CRITERIA BY WHICH ZONING AMENDMENTS ARE REVIEWED. PLEASE PROVIDE A RESPONSE AND *DETAILED* EXPLANATION FOR EACH CRITERION FOR CONSIDERATION BY THE PLANNING STAFF, PLANNING BOARD, AND COMMISSIONERS.

- 1. Is the proposed amendment in accordance with the Growth Policy/Neighborhood Plan?
- 2. Is the proposed amendment designed to:
 - a. Secure safety from fire and other dangers?
 - b. Promote public health, public safety and the general welfare?
 - c. Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
- 3. Does the proposed amendment consider:
 - a. The reasonable provision of adequate light and air?
 - b. The effect on motorized and non-motorized transportation systems?
 - c. Compatible urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities?
 - d. The character of the district and its peculiar suitability for particular uses?
 - e. Conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area?
- 4. Is the proposed amendment, as nearly as possible, compatible with the zoning ordinances of nearby municipalities?

The signing of this application signifies approval for the Flathead County Planning & Zoning staff to be present on the property for routine monitoring and inspection during approval process.

Owner/Applicant Signature(s)

Date

APPLICATION PROCESS

APPLICABLE TO ALL ZONING APPLICATIONS:

A. Pre-Application Meeting:

A pre-application meeting is highly recommended. This can be scheduled at no cost by contacting the Planning & Zoning office. Among topics to be discussed are: Master Plan compatibility with the application, compatibility of proposed zone change with surrounding zoning classifications, and the application procedure.

- B. Completed application.
- C. Application fee.
- D. The application must be accepted as complete by the Flathead County Planning & Zoning staff prior to the date of the planning board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be fulfilled.

APPLICABLE TO APPLICATIONS FOR ZONE CHANGE:

- A. Application Contents:
 - 1. Completed Zone Change application, including signatures of all property owners applying for zoning map amendment.

IF this is a **MAP** amendment the following are also required:

- i) A map showing the location and boundaries of the property (vicinity map).
- ii) A Title Report of the subject property
- iii) A separate fee made out to 'GIS' for the 'Adjoining Property
 Owners List'. The list will be sent directly to the Planning &
 Zoning office and is valid for a period of 6 months from date
 generated. You may also get a certified adjoining landowners list
 from a title company if you choose.

Settlement Statement (HUD-1)

-	DEAT.	OMB Approval No. 2502-0265
A. Settlement Statement		B. Type of Loan
	Insured Titles	1-5. Loan Type: Conv. Unins.
Settlement Statement	6. File Number: 350937-FT	
	ostionion statement	7. Loan Number: 230006038
		8. Mortgage Insurance Case Number:
C. here f	or mormational purposes and are not included in the totals.	o and by the settlement agent are shown. Items marked "(POC)" were paid outside this closing; they are shown
D.	Name of Borrower: Richard J. Cunningham, Barbara L. Cunningham 150 Kacu Ln., Kalispell, MT 59901	
E.	Name of Seller:	
F.	Name of Lender: First Interstate Bank 2 Main Street Kalispell, MT 59904-0130	
G.	Property Location: 150 Kacu Ln, Kalispell, MT 59901	
Н.	Settlement Agent: Insured Titles Address: 44 4th Street West/P.O. Box 188, Kalispell, MT 59901	(406)755-5028 I. Settlement Date: 09/22/2010
Place of Settlement Address: 44 4th Street West/P.O. Box 188, Kalispell, MT 59901		901 Print Date: 09/21/2010, 2:59 PM Disbursement Date: 09/27/2010 Signing Date:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller
101. Contract Sales Price		401. Contract sales price
102. Personal property		402. Personal property
103. Settlement charges to borrower (line 1400)	3,940.02	403. Total Deposits
104. Payoff good through 9/29/10 to First Interstate Bank Casper	130,832.71	404.
105.		405.
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance
106. City/town taxes		406. City/town taxes
107. County taxes		407. County taxes
108. Assessments		408. Assessments
109.		409.
110.		410.
111.		411.
112.		412.
113.		413.
114.		414.
115.		415.
120. Gross Amount Due from Borrower	134,772.73	
200. Amounts Paid by or on Behalf of Borrower	134,112.13	420. Gross Amount Due to Seller
201. Deposit or earnest money		500. Reductions in Amount Due to Seller
202. Principal amount of new loan(s)	134,000.00	501. Excess deposit (see instructions)
203. Existing loan(s) taken subject	134,000.00	502. Settlement charges to seller (line 1400)
204.		503. Existing loan(s) taken subject
205.		504. Payoff of first mortgage loan
206.		505. Payoff of second mortgage loan 506.
207.		507.
208.		508.
209.		
Adjustments for items unpaid by seller		509.
210. City/town taxes		Adjustments for items unpaid by seller
211. County taxes		510. City/town taxes
212. Assessments		511. County taxes
213.		512. Assessments
214.		513.
215.		514.
216.		515.
217.		516.
218.		517.
219.		518.
		519.
220. Total Paid by/for Borrower	134,000.00	520. Total Reduction Amount Due Seller
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller
301. Gross amount due from borrower (line 120)	134,772.73	601. Gross amount due to seller (line 420)
302. Less amounts paid by/for borrower (line 220)	134,000.00	602. Less reductions in amounts due seller (line 520)
303. Cash (X From) (To) Borrower * See Supplemental Page for details. ** Paid on Behalf of Bor	772.73	603.

POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker). The HUD-1 Settlement Statement which Have prepared is a true & accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date: 9-22 1/0

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured: this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

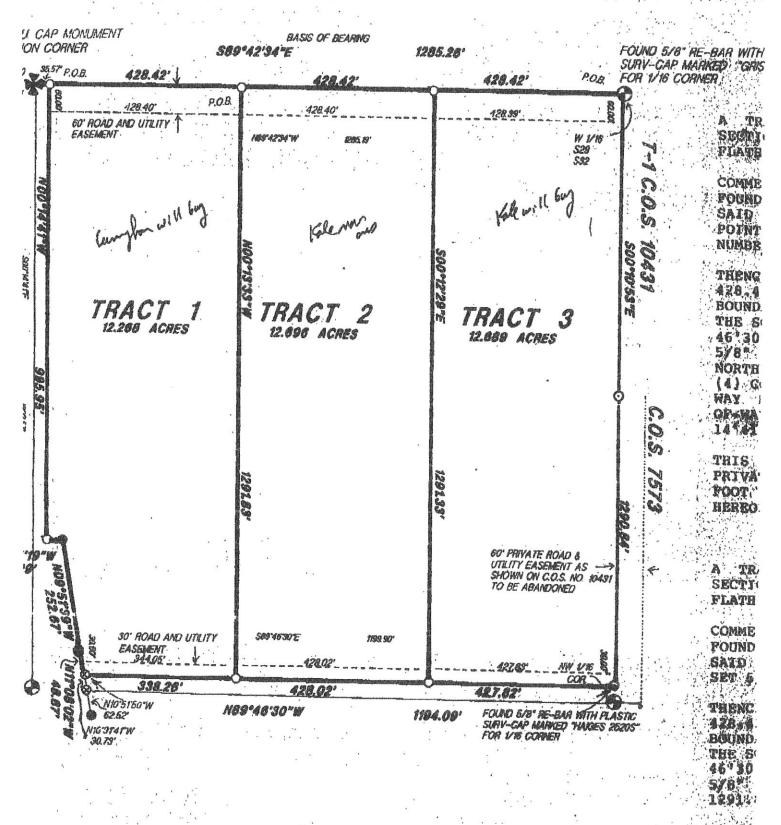
(b) no petition in bankruptcy filed by the undersigned(s) except as follows:
(*Note: Paragraphs (2), 3(d) and 3(e) may be stricken unless an ALTA Homeowner's Policy has been requested.)
Dated: <u>9-22-10</u>
Richard J. Cunningham Barbara L. Cunningham
Sworn to and subscribed before me this 22 day of Sptember,
Notary Public for the State of Montana
Residing at: My Commission Expires: TANYA JACKSON NOTARIAL NOTARIAL Residing at Kalispell, Montane My Comm. Expires Dec. 15, 2010

Seller's (Owner's) Affidavit and Indemnity

State	of Montana)
Coun)ss. hty of Flathead)
ADDI	RESS OF PROPERTY:
150 K	acu Ln, Kalispell, MT 59901
TR 81	E in NW4NW4 of 32-28-21, Fltd Cty, MT
The uprope	ndersigned does (do) hereby declare under penalty of perjury that respect to the title to the rty described in commitment for title insurance order no. 350937-FT that:
(1)	there are no unpaid bills for labor and materials for improvements made upon said land for which claim of lien may be filed except:
(2)	* the undersigned has (have) made no substantial improvements or alterations to the property without a building permit except:
(3)	the undersigned has (have) no knowledge of any of the following matters affecting title, (a) a lot line dispute (b) an encroachment of any improvements onto neighboring land (c) an easement or right of way not listed as an exception in the commitment referenced above, (d) * any failure to comply with subdivision laws or regulations (e) *a zoning violation, except from any of the above referenced (a),(b),(c),(d), or (e) any of the following matters:
(4)	there are no leases in effect and no agreements of sale, right of first refusal or options to purchase in effect (other than in favor a proposed insured in the commitment referenced above) except:
(5)	subsequent to the effective date of the above referenced commitment for title insurance there have been:
	(a) no judgments, state tax liens or federal tax liens recorded, filed, entered or docketed in Flathead County, Montana and

MAY 1 0 20211

CERTIFI LOCATED IN THE NORTH



DESCRIPTION - TRACT 3

LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF

PRIVA

FOOT

Zoning Amendment Criteria responses

1. One of the elements of the Flathead County Growth Policy is the public view of the valley and mountains. This re-zoning amendment would not impact the view of the valley and mountains.

With the diverse economy of Flathead County this amendment would promote affordable rural living with five acres.

This amendment would not impact transportation in any significant way.

As for property management our tract is habitat for wildlife with our grassland and many creatures love our gardens, shrubs and trees.

Neighbors property rights would not be impacted as the landowners to our east, Al and Dee Kale are requesting the same amendment. Our neighbors to the south have already rezoned for SAG 10 to SAG 5

- A. Fire security is good with easy access to the property on Airport Road and hopefully the South Flathead Rural Fire District will have a new fire station minutes from the locations. The only other danger we are aware could be a flood and that would only happen with the breach of Hungry Horse Dam.
 - B. Public health and safety at this location are excellent with easy access for EMS from Airport Road. Many of our neighbors including us use the local roads for walking, bike riding, and horse riding. We have a great neighborhood and we all watch out for each other.
 - C. Transportation is great with well maintained off roads and snow plowing. Our area houses all have wells with more than adequate well pressure. We all have our own septic systems documented with the county. Our school system is with Somers, Lakeside, and Flathead H.S. Our location is a good fit with Somers and Lakeside to the south and Flathead H.S. to the North with bus systems for all three. Lone Pine State Park is just to the Northwest.
- 3. A. Air and light are all around us with only planted trees.
 - B. There would no effect on motorized and non-motorized transportation.
 - C. Growth patterns around this property are compatible with adjacent properties.
 - D. The character and suitability are compatible with the uses of the neighborhood.
 - E. As the growth of Flathead Valley grows exponentially a new five acre tract will help others have access to rural living with space. 20 plus years ago tract 1 was landscaped for a rugby field and much of the topsoil was removed so agricultural use is less than ideal.
- 4. The area south of Kalispell is where we are aware of zoning ordinances and we a see a trend to amend SAG 10 to SAB 5 and with the new Rankin School more families are looking for places to live in our area.